

BILL NO. S-75-06-23

SPECIAL ORDINANCE NO. S-123-75

AN ORDINANCE approving a contract with DAILEY  
ASPHALT PRODUCTS for Resolution 5688-1975  
Resurfacing Program

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contract dated June 16, 1975, between the  
City of Fort Wayne, by and through its Mayor and the Board of Public Works  
and DAILEY ASPHALT PRODUCTS, for

Contract C Resurfacing State Boulevard from E/P/L North Side  
Drive to E/P/L Sherman Boulevard, Spring Street from W/P/L  
Sherman Boulevard to a point 200 feet west of Tyler Avenue

for a total cost of \$347,826.20, all as more particularly set forth in said contract,  
which is on file in the Office of the Board of Public Works, and is by reference  
incorporated herein, made a part hereof and is hereby in all things ratified,  
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.



Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 6-24-75.

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Talarico, and duly adopted, placed on its passage. Passed ~~(lost)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>			<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 7-8-75

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning-Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-123-75 on the 8th day of July, 1975.

ATTEST:

(SEAL)

Charles W. Westerman  
CITY CLERK

James Stier  
PRESIDING OFFICER

M. G. Horne, Chief Deputy  
Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of July, 1975, at the hour of 2:40 o'clock A. M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 9th day of July, 1975, at the hour of 2:30 o'clock P M., E.S.T.

James Stier  
MAYOR

S-75-06-23

li No. \_\_\_\_\_

REPORT OF THE COMMITTEE ON PUBLIC WORKS

\*, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with DATLEY ASPHALT PRODUCTS for Resolution 5688-1975

Resurfacing Program

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckels

William T. Hinga

Donald J. Schmidt

*W. H. W. Jr.*

*Eugene Kraus*

*John Nuckels*  
*William T. Hinga*

*Donald J. Schmidt*

*concurred*

MADE A MATTER OF RECORD

DATE 7-8-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
Board of public works

May 27, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contracts have been awarded for the 1975 Street Resurfacing program as follows:

Contract "A" - Rieth-Riley Const. Co.	\$235,448.35
Contract "B" - Rieth-Riley Const. Co.	78,875.85
Contract "C" - Dailey Asphalt Products	347,826.20
Contract "D" - Wayne Asphalt & Const.	62,900.05
Contract "E" - Wayne Asphalt & Const.	103,028.75
Contract "F" - Wayne Asphalt & Const.	55,067.00
Contract "G" - Brooks Const. Co.	107,380.68

Due to the urgency for accomplishing these improvements during this construction season and the need for contractors to incorporate this work in their jobs schedule, the Board respectfully requests "Prior Approval" of these contracts.

Upon preparation of the contracts and receipt of contractors' bonds, they will be forwarded for formal approval and Ordinance,

Copies of bid tabulations and project involved are attached.

Sincerely,

BOARD OF PUBLIC WORKS

*Carl E. O'Neal*

Carl E. O'Neal, Member

CEO:bt

Attachments

cc: Mayor

APPROVED:

*William W. Whitbeck* *James H. Hays* *Paul R. Brown*  
*William W. Whitbeck* *Eugene K. Kead* *Samuel J. Tolano*  
*William W. Whitbeck* *William T. Hays*  
MEMBERS OF THE COMMON COUNCIL

ATTEST:

*Charles W. Wintergraves*  
City Clerk

AN EQUAL OPPORTUNITY EMPLOYER

PROJECT 1975 Asphalt Resurfacing (Contract "C")

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE May 14, 1975

RES. NO. 5688-1975

MATERIAL

FORT WAYNE INDIANA

CONTRACTORS			ESTIMATE	EXTENSION	DAILEY ASPHALT PRODUCTS CO.		RIETH-RILEY CONST. CO., INC.		WAYNE ASPHALT AND CONSTRUCTION CO., INC.		BROOKS CONSTRUCTION CO., INC.		HIPSKIND ASPHALT CORPORATION	
STREETS — ALLEYS — SIDEWALKS	QUAN	UNIT MATERIAL			UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
17,054	Sq.Yds.	Pavement Removal	5.00	85,270.00	3.00	51,162.00	2.50	42,635.00	3.25	55,425.50	4.00	68,216.00	3.00	51,162.00
8,260	Lin.Ft.	New 6" x 20" Curb	5.00	41,300.00	8.00	66,080.00	7.00	57,820.00	7.50	61,950.00	7.95	65,667.00	7.00	57,820.00
1,250	Lin.Ft.	New Comb. Curb & Gutter	6.50	8,125.00	5.00	6,250.00	6.50	8,125.00	5.00	6,250.00	7.00	8,750.00	5.50	6,875.00
5,162	Tons	Hot Asphalt #4 Binder	20.00	103,240.00	17.70	91,367.40	20.55	106,079.10	18.00	92,916.00	17.00	87,754.00	19.00	98,078.00
2,428	Tons	Hot Asphalt #9 Binder	20.00	48,560.00	17.90	43,461.20	21.40	51,959.20	19.00	46,132.00	17.00	41,276.00	20.00	48,560.00
1,987	Tons	Hot Asphalt A-2 City Mix	20.00	39,740.00	20.00	39,740.00	22.95	45,601.65	20.00	39,740.00	19.25	38,249.75	21.00	41,727.00
240	Sq.Ft.	New Curbface Walk	1.50	360.00	1.50	360.00	2.00	480.00	1.75	420.00	1.65	396.00	3.00	720.00
42	Each	Water Valves Adjusted	40.00	1,680.00	35.00	1,470.00	30.00	1,260.00	30.00	1,260.00	45.00	1,890.00	40.00	1,680.00
85	Each	C.B.'s Adjusted to Grade	100.00	8,500.00	150.00	12,750.00	85.00	7,225.00	150.00	12,750.00	130.00	11,050.00	200.00	17,000.00
37	Each	M.H.'s Adjusted to Grade	100.00	3,700.00	125.00	4,625.00	85.00	3,145.00	125.00	4,625.00	125.00	4,625.00	175.00	6,475.00
2,916	Sq.Yds.	Mulch, Seeding & Fert.	1.25	3,645.00	1.25	3,645.00	0.65	1,895.40	0.85	2,478.60	0.70	2,041.20	1.00	2,916.00
26	Sq.Yds.	Sidewalk Removal	5.00	130.00	2.00	52.00	2.00	52.00	5.00	130.00	5.00	130.00	5.00	130.00
6,728	Gals.	Liquid Asphalt Tack Coat	0.50	3,364.00	0.70	4,709.60	0.60	4,036.80	0.75	5,046.00	0.75	5,046.00	0.60	4,036.80
570	Tons	Dirt Backfill	10.00	5,700.00	7.00	3,990.00	9.25	5,272.50	10.00	5,700.00	12.00	6,840.00	10.00	5,700.00
976	Sq.Yds.	New Conc. Drives	12.00	11,712.00	14.00	13,664.00	15.00	14,640.00	15.75	15,372.00	10.45	10,199.20	10.00	9,760.00
6	Each	Rebuild C.B.'s (Wet)	1,000.00	6,000.00	400.00	2,400.00	300.00	1,800.00	450.00	2,700.00	335.00	2,010.00	500.00	3,000.00
7	Each	Rebuild Inlet (Dry)	350.00	2,450.00	300.00	2,100.00	250.00	1,750.00	350.00	2,450.00	270.00	1,890.00	400.00	2,800.00
TOTALS				\$373,476.00		\$ 347,826.20		\$ 353,776.65		\$ 355,345.10		\$ 356,032.15		\$ 358,439.80
						Regular		Regular		Regular		Regular		Regular
						None		None		None		None		None
						7% Below								

62-126-12 6/10/75

CITY PAID  
SUBJECT TO COUNCILMANIC APPROVAL  
Preliminary Meeting \_\_\_\_\_  
Ratification \_\_\_\_\_

# CONTRACT

This Agreement, made and entered into this 16 day of June, 1975

by and between -----DAILEY ASPHALT PRODUCTS CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Contract "C", Res. No. 5688-75, by resurfacing State Boulevard from E/P/L  
North Side Drive to E/P/L Sherman Boulevard, Spring Street from W/P/L Sherman  
Boulevard to a point 200 feet west of Tyler Avenue.

by grading and paving the roadway to a width of ----- feet with -----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot -----

at the following prices:

Pavement removal, driveway removal, & curb removal	Three dollars and no cents, per square yard	3.00
New 6" x 20" curb	Eight dollars and no cents, per lineal foot	8.00
New combination curb and gutter	Five dollars and no cents, per lineal foot	5.00
Hot asphalt #4 binder	Seventeen dollars and seventy cents, per ton	17.70
Hot asphalt #9 binder	Seventeen dollars and ninety cents, per ton	17.90
Hot asphalt A-2 City Mix	Twenty dollars and no cents, per ton	20.00



by grading and paving the roadway to a width of-----feet with-----

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5688-1975 and at the following price per lineal foot-----

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New 6" x 20" curb	Eight dollars and no cents, per lineal foot	8.00
New combination curb and gutter	Five dollars and no cents, per lineal foot	5.00
Hot asphalt #4 binder	Seventeen dollars and seventy cents, per ton	17.70
Hot asphalt #9 binder	Seventeen dollars and ninety cents, per ton	17.90
Hot asphalt A-2 City Mix	Twenty dollars and no cents, per ton	20.00
New curbface walk	One dollar and fifty cents, per square foot	1.50
Water valves adjusted and set to grade	Thirty five dollars and no cents, per each	35.00
Catch basins adjusted and set to grade	One Hundred fifty dollars and no cents, per each	150.00
Manholes adjusted and set to grade	One Hundred twenty five dollars and no cents, per each	125.00
Mulch, seeding, and fertilizer	One dollar and twenty five cents, per square yard	1.25
Sidewalk removal	Two dollars and no cents, per square yard	2.00
Liquid Asphalt tack coat	Seventy cents, per gallon	.70
Dirt backfill	Seven dollars and no cents, per ton	7.00
New concrete drives	Fourteen dollars and no cents, per square yard	14.00
Rebuild catch basins (wet)	Four hundred dollars and no cents, per each	400.00
Rebuild inlet (dry)	Three hundred dollars and no cents, per each	300.00

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5688-1975 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally in accordance with instructions to bidders and in all respects completed on or before October 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

DAILEY ASPHALT PRODUCTS CO., INC.

BY: [Signature]

ITS: [Signature]

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[Signature]  
Carl E. O'Neal

[Signature]  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY  
[Signature]  
CITY ATTORNEY



# GUARANTY BOND

Know All Men by These Presents, That we-----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL,

MINNESOTA-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Three Hundred

Forty Seven Thousand Eight Hundred Twenty Six Dollars and Twenty Cents-----

347,826.20

(\$-----)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

-----Pavement

~~XXX~~-----~~SOVEREIGN~~ Contract "C", Res. No. 5688-75,

by resurfacing State Boulevard from E/P/L North Side Drive to E/P/L Sherman

Boulevard, Spring Street from W/P/L Sherman Boulevard to a point 200 feet west

of Tyler Avenue.

-----according to certain plans and specifications, and

for a period of there (3) years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

DAILEY ASPHALT PRODUCTS, CO., INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 5 day of June, 1975

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: *H.W. Dailey Jr.* (SEAL)

ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY: *James E. Gule* (SEAL)

ITS: Attorney-in-Fact

YASTE, ZENT & RYE, INC.

Approved this 16 day of June, 1975

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

# LIABILITY BOND

Know All Men by These Presents, That we-----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY of ST. PAUL,  
MINNESOTA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Three Hundred  
Forty Seven Thousand Eight Hundred Twenty Six Dollars and Twenty Cents-----  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,  
executors, administrators and assigns firmly by these presents.

347,826.20  
(\$-----)

The conditions of the above obligation are such, that if the above named party of the first part shall  
faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill  
all the conditions and stipulations therein contained, except the warranty and guaranty of the pave-  
ment as to the workmanship, material and condition s for the period of three(3) years, according to the  
true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and re-  
main in full force and virtue in law and in the event the said City shall extend the time for the comple-  
tion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 5 day of June, 1975

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Donald B. Babin  
YASTE, ZENT & RYE, INC.

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

BY: W. H. Dailey, Jr. (SEAL)  
ST. PAUL FIRE & MARINE INSURANCE COMPANY  
ITS: Gene G. Gille (SEAL)  
Attorney-in-fact (SEAL)

Approved this

16 day of

June, 1975

Board of Public Works.

COMPLETED IN STREET ENGINEERING OFFICE

May 30, 1975

RE:

## WAGE SCALE

CODE: S-SKILLED  
 SS-SEMI SKILLED  
 US-UNSKILLED  
 IF-INDUSTRIAL FUND  
 PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1975.  
 in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADE OR OCCUPATION	CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	9.95	35c	55c			3if
BOILERMAKER	S	10.05	50	1.00		1c	
BRICKLAYER	S	8.89	30	25		1	
CARPENTER (BUILDING)	S	8.31		6%		4	2if
(HIGHWAY)	S	9.01	47	40		5	2if
CEMENT MASON	S	8.30	40				
ELECTRICIAN	S	9.10	30	17 1/30		4	
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2	
GLAZIER	S	8.24	12		25	4	35choliday
IRON WORKER	S	9.70	55	6%		1	
LABORER (BUILDING)	S-SS						
(HIGHWAY)	US	5.95-6.25	35	30		7	
(SEWER)	S-SS-SS	5.90-6.05	35	30		7	
	S-SS-SS	6.25-7.33	35	30		7	
LATHER	S	8.20		25		1	3if
MILLWRIGHT & PILEDRIVER	S	8.64		6%		4	2if
OPERATING ENGINEER (BUILDING)	S-SS						
(HIGHWAY)	US	6.75-9.15	40	40		5	
(SEWER)	S-SS-SS	6.61-8.30	30	30		5	
	S-SS-SS	7.07-9.27	40	40		5	
PAINTER	S	7.49-8.49	32	25		7	
PLASTERER	S	7.91	40				
PLUMBER & STEAMFITTER	S	9.20	30	65		7	4if
MOSAIC & TERRAZZO GRINDER	S	6.65-8.50					
ROOFER	S	8.40		10			
SHEETMETAL WORKER	S	9.19	35	30		4	9if
TEAMSTER (BUILDING)	S-SS						
(HIGHWAY)	US	6.68-7.63	16pw	17pw			
	S-SS-SS	6.56-7.16	16pw	17pw			

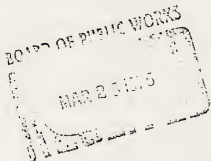
If any CLASSIFICATIONS are OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS <sup>21st</sup> DAY OF March, 1975

William T. N. N.  
 REPRESENTING GOVERNOR, STATE OF INDIANA

Edward J. N. N.  
 REPRESENTING THE AWARDED AGENT.

Frank M. N. N.  
 REPRESENTING STATE A.F.L. & C.I.O.



## CERTIFIED COPY OF POWER OF ATTORNEY

Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY  
DEPARTMENTST. PAUL  
FIRE and MARINE  
*Insurance Company*  
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,  
Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, -Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th

day of February

A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA  
County of Ramsey

} ss.

Vice President.

On this 14th day of February 19 74, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES

Notary Public, Ramsey County, Minn.  
My Commission Expires April 27, 1976

## CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

5

day of

June

19 75

DIGEST SHEET



TITLE OF ORDINANCE Special Ordinance

L-75-06-23

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Dailey Asphalt Products in amount of \$347,826.20 for Resolution 5688-1975, Contract C, 1975 Resurfacing program.

SEE "PRIOR APPROVAL", BID TABULATION AND CONTRACT ATTACHED.

EFFECT OF PASSAGE Provide for necessary improvements.

EFFECT OF NON-PASSAGE Unable to complete project.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) \$347,826.20 cost to City.

ASSIGNED TO COMMITTEE \_\_\_\_\_

*Public Works  
JSS*